

EXHIBIT I

KLUEGER & STEIN, LLP

asset protection | business law | tax law

EXHIBIT 155 DATE 5/24/13
WITNESS Clueger, R.
Karen Aligo, CCR

Principals

Robert F. Klueger*

Jacob Stein*

*Certified Tax Law Specialist,
State Bar Board of Legal Specialization

bob@LAtaxlawyers.com

VIA EMAIL [joe@girlsgonewild.com] ONLY

October 4, 2011

Mr. Joe Francis
GGW Brands, LLC

RE: Engagement of Klueger & Stein, LLP

Dear Mr. Francis:

This letter, when executed by yourself in the space provided below, will constitute our agreement relative to the legal services that we will provide on your behalf, and the legal fees that we will earn therefor.

Upon your consent, we will take the following actions, all of which will be done within 45 days of our being engaged, provided that all documentation is provided to us in a timely manner. We will return all fees if this guaranty is breached.

1. We will review all of the corporate documentation of Blue Horse Trading, LLC, Aero Falcons, LLC, GGW Brands, LLC, GGW Direct, LLC, GGW Events, LLC, GGW Magazine, LLC, Perfect Science Labs, LLC, University of Dermatology, LLC, as well as Mantra Films, Inc. and Sands Media, Inc. and any related entities. We will also review 2007 to present tax returns for these entities. We will also review your current tax litigation, including the Tax Plea Agreement you entered into. We will also review the foreign trust that was already drafted.

2. We will form one or more offshore entities. One of the offshore entities will be formed for the purpose of acting as the holder of your IP, including, copyrights, trademarks, URL's, scripts, source codes, etc. The other offshore entity or entities will act as holding companies, for the purpose of insulating your ownership.

3. We will form a foreign trust in a jurisdiction that is friendly to you and hostile to your creditors. The foreign trust will own the offshore entities. We recommend the Cook Islands, Mr. Joe Francis

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which has an excellent trust law. We also recommend AsiaCiti Trust, with whom we have worked for many years.

4. We will transfer the intellectual property to the newly-created foreign entity.

5. We will review the corporate structure of your personal residence and the corporate residence in Mexico to determine whether any changes are appropriate. We will advise re the U.S. tax treatment of the Mexican corporate residence and the personal residence.

6. We will engage Marks & Devine, CPA's. We will assist them in assuring that you maximize the ability to utilize any tax benefits that were accrued in prior years. We will assist in the preparation of tax returns and review all tax returns and amended tax returns before they are filed.

7. In everything that we do, we will assure that any and all corporate reorganizations that we undertake is explainable by you as legitimate corporate planning and legal tax planning.

We will bill our time for all of the foregoing at the rate of \$450.00 per hour. We require a retainer of \$20,000, to cover the first 44.5 hours expended on your behalf. We will send out our statements on the first day of each month for the time expended during the prior month.

We also require an additional \$10,000, which we will remit to Marks & Devine once they are engaged. Our engagement does not commence until this engagement letter and our retainer is received.

If the foregoing meets with your consent, please sign this letter in the space provided below, and return it to us, together with your check in the amount of \$30,000. Alternatively, our wire transfer instructions are attached.

Thank you for the trust and confidence you will place in this office.

Sincerely,

Klueger & Stein, LLP

/s/ Robert F. Klueger

By: _____
Robert F. Klueger, Esq.

AGREED AND ACCEPTED:

Joe Francis

Wire Transfer Instructions

National Bank of California
12121 Wilshire Blvd. Suite 101
Brentwood CA 90025
ABA: 122039360

Acct No. 005201918
Account Name: Robert F. Klueger, Attorney at Law